

FITCH, EVEN, TABIN & FLANNERY

ATTORNEYS AND COUNSELLORS AT LAW

Established in 1859

SUITE 1600 - 120 SOUTH LA SALLE STREET

CHICAGO, ILLINOIS 60603-3406

TELEPHONE (312) 577-7000

FACSIMILE (312) 577-7007

DATE: 12/4/03

NO. OF PAGES: Cover + 2

FROM: Richard A. Kaba

DISPATCHED BY: J. Palomar

OUR FILE NO.: 1410/67218

TO: Name: Drew E. Becker
Company/Firm: United States Patent and Trademark Office
City/State/Country: Alexandria, VA
Facsimile No.: (703) 872-9083

MESSAGE:

The documents accompanying this facsimile transmittal cover sheet contain information from the law firm of Fitch, Even, Tabin & Flannery which may be confidential and/or legally privileged. The documents are intended only for the personal and confidential use of the addressee identified above. If you are not the intended recipient or an agent responsible for delivering these documents to the intended recipient, you are hereby notified that any review, disclosure, copying, distribution or the taking of any action in reliance on the contents of this transmitted information is strictly prohibited. If you have received this facsimile in error, please immediately notify the Firm so that we can arrange for the return of the original documents to us. Thank you.

12/15/2003 DFLOYD 00000001 061135 09729993

01 FC:1814 110.00 DA

PATENT
Attorney Docket 67218

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: GUZOWSKI et al.)
)
Appln. No.: 09/729,993)
)
Filed: December 4, 2000)
)
For: APPARATUS FOR SHIPPING AND)
PREPARING BAKED FOOD)
PRODUCTS)
)
Group Art)
Unit: 1761)
)
Examiner: Becker, Drew E.)

TERMINAL DISCLAIMER

Attention: Assistant Commissioner
for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Kraft Foods Holdings, Inc., the owner of the entire right, title and interest in and to above-captioned Application No. 09/729,993 ("the instant application"), and of the entire right, title and interest in and to a second pending Application, No. 09/822,630 ("the second application"), hereby disclaims, except as provided below, the terminal part of any patent granted on the instant application that would extend beyond the expiration date of the full statutory term of any patent granted on the second application, and hereby agrees that any patent granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the second application shall be commonly owned.

Page 2
Appln No. 09/729,993
Filed December 4, 2000

TERMINAL DISCLAIMER
Attorney Docket 67218

The owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term of any patent granted on the second application in the event that the latter patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole under 35 U.S.C. § 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to the expiration of its full statutory term.

This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), please charge \$110.00 to our Deposit Account No. 06-1135. This sheet is filed in triplicate.

The undersigned is an attorney of record in the instant application.

Respectfully submitted,

FITCH, EVEN, TABIN & FLANNERY

By


Richard A. Kaba
Registration No. 30,562

Date: December 4, 2003

120 South LaSalle Street, Suite 1600
Chicago, Illinois 60603-4277
(312) 577-7000